

ALAMEDA COUNTY PUBLIC WORKS AGENCY

REQUEST FOR PROPOSAL No. 20150818

for

Specifications, Terms & Conditions

For

Information Technology Professional Services

For complete information regarding this project, see RFP posted at
<http://www.acgov.org/pwa/business/services.htm> or contact the ACPWA representative
listed below. Thank you for your interest!

Contact Person: Roel Villacarlos, ACPWA

Phone Number: (510) 670-5529

E-mail Address: rfp1@acpwa.org

RESPONSE DUE

by

4:00 p.m.

on

September 18th, 2015

at

**Alameda County Public Works Agency
399 Elmhurst Street
Hayward, CA 94544**

ALAMEDA COUNTY PUBLIC WORKS AGENCY

REQUEST FOR PROPOSAL No. 20150818

SPECIFICATIONS, TERMS & CONDITIONS

for

Information Technology Professional Services

TABLE OF CONTENTS

	Page
I. STATEMENT OF WORK	4
A. INTENT	4
B. BACKGROUND	4
C. SCOPE.....	5
D. BIDDER QUALIFICATIONS	6
E. PROPOSAL CONTENT	7
F. SPECIFIC REQUIREMENTS	8
II. CALENDAR OF EVENTS	10
G. NETWORKING / BIDDERS CONFERENCES.....	10
III. ACPWA PROCEDURES, TERMS, AND CONDITIONS	11
H. EVALUATION CRITERIA / SELECTION COMMITTEE.....	11
I. CONTRACT EVALUATION AND ASSESSMENT	17
J. NOTICE OF RECOMMENDATION TO AWARD	17
K. TERM / TERMINATION / RENEWAL	18
L. PRICING.....	18
M. AWARD	19
N. WARRANTY	21
O. INVOICING	21
P. ACCOUNT MANAGER / SUPPORT STAFF	22
IV. INSTRUCTIONS TO BIDDERS	22
Q. ACPWA CONTACTS	22
R. SUBMITTAL OF BIDS	23
S. RESPONSE FORMAT	26

ATTACHMENTS

EXHIBIT A - BID RESPONSE PACKET -includes bid forms

EXHIBIT B - INSURANCE REQUIREMENTS

EXHIBIT C - VENDOR BID LIST

I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms and conditions to describe the Alameda County Public Works Agency (ACPWA) requirements from qualified contractor to provide services to assist ACPWA in

- 1) Technology research, design and delivery, strategic planning to implement innovative technology
- 2) Microsoft Server and workstation support and administration
- 3) Microsoft SQL database administration and support
- 4) Application Development and support
- 5) SharePoint design, development, maintenance and support

The ACPWA intends to award a 3 year contract (with option to renew) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the ACPWA'S requirements.

B. BACKGROUND

The ACPWA is preparing to contract for Microsoft Server, workstation and SQL professional services. ACPWA has been maintaining a very high level of professional services in this area. These services play a major role and have a large impact on the effective communication, information distribution and data processing within the ACPWA. ACPWA has a history of innovation and efficiency driven implementation of technology and rely on our professional services partner for technology leadership and assistance in effective delivery. ACPWA has about 250 computer users in two primary and two additional remote locations. ACPWA has its own single forest domain and maintains trust relations with county domains for resource sharing purposes. An ongoing working relationship must be established between project managers, system engineers, application developers, and ACPWA staffs. Timely, efficient and thorough support of ACPWA servers, desktop workstations and MS SQL databases is vital. Bidder should have an established method of resolving issues through Microsoft and have the ability to escalate issues as needed.

C. SCOPE

- 1) Technology research, design and implementation: Responsible to research (new) technologies based on the needs of ACPWA to improve efficiencies.
- 2) Microsoft Server / Workstation support: Responsible for consulting assistance in advance design, implementation, administration of all systems and supporting efficient data processing operations of ACPWA. The scope of responsibility requires extensive knowledge and experience in design, implementation and issue resolution, and includes but is not limited to architecture, implementation, maintenance, performance control and complex system design for the ACPWA's VMware ESX infrastructure and Horizon VDI solutions, Microsoft server platforms, storage platforms including enterprise storage area network (SAN) technologies, desktop technologies from versions Windows 7 to current, clustered and non-clustered systems, and Symantec BackupExec.
- 3) Microsoft SQL database administration and support: Responsible for monitoring and maintaining the production databases to ensure a high level of data integrity and availability, and recommending areas of improvement as well as solutions. This professional service includes but is not limited to operational support and hands-on SQL knowledge to resolve database related issues and questions in a timely fashion; development and execution of standard operating procedures that are designed to document the existing databases; identifying issues as early as possible; and keeping all responsible parties informed of the status of the databases.
- 4) Application development and support: Responsible for the design, development, coding, testing, debugging, training and documentation of applications to satisfy the requirements of multi-user interests. This professional service includes new development as well as support, maintenance refinement and integration of existing applications, which are primarily legacy ASP web-based applications and a SQL back end. The Developer works closely with lead technical users to identify and specify complex business requirements, process while researching, evaluate alternative solutions and make improvement recommendations.
- 5) SharePoint design, development, maintenance and support: Responsible for ACPWA SharePoint application development, meeting with users and identifying application requirements. Development should include the latest application features Microsoft Office integration and strategic third-party add-ons as needed to deliver an application that is easy to use which promotes user acceptance.

D. BIDDER QUALIFICATIONS

1. Qualifications may be accomplished by either bidder subcontractor or partner. Substitution of subcontractor must be approved by County. If qualifications are held by subcontractor or partner, subcontractor or partner must be present at Bidder Interviews. Bidder Minimum Qualifications criteria include, but are not limited to, the following:
 - a. Bidder must be regularly and continuously engaged in the business of providing the all above mentioned professional services in Scope of Work section with similar complexity, size of company and range of scope during the past three (3) years. Previous work experience with a public agency is a plus. This must be verifiable through references and past projects completed.
 - b. Bidder must be certified by Microsoft as Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Database Administrator (MCDBA), and VMware as VMware Certified Professional (VCP) to provide first line support.
 - c. Application Development Services require a minimum 5 years' experience as a lead programmer / systems architect; extensive experience with Core Microsoft Technologies, .NET, C#, VBS, Win32 and WPF; and database familiarity with SQL Server
 - d. Bidder shall be Microsoft Certified Partner. Microsoft Certified Gold/Platinum Partner is desired.
 - e. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.
 - f. Bidder shall have extensive experience in MS AD Servers, Office 365, VMware, MS SQL, as well as expertise in .NET, and Microsoft SQL applications development.
 - g. Bidder shall be able to demonstrate considerable experience in the architecture, design, development and deployment of the above mentioned applications in similar scale, scope and volume as ACPWA.

E. PROPOSAL CONTENT

- **Overview and Summary** - this section should clearly convey the Consultant's understanding of the work and project approach. The consultant should address the following:

understanding of the purpose of the project as specified in the detailed scope of services

summary of the overall approach to the project and the methodologies that will be used, and administrative and operational management expertise that will be employed. Sound application development and support procedures, documentation and project management skills are expected. ISO 9001 certification is highly desirable.

- **Company Profile**
- **Detailed Work Plan** The Consultant shall include a full description of the work elements and the proposed methodology concerning New Technology research, design and implementation, Microsoft Server and workstation support and administration, Microsoft SQL database support and administration, Application development and support and SharePoint application design, development , maintenance and support. The work description should be detailed to a sufficient level (work elements, sub-elements, etc.) to show a clear understanding of the precise work required to meet project goals and objectives.
- **Management Program** Consultant's approach to management of the work. If the proposal is a team effort, the allocation of work to the team members should be indicated. The management program should describe the Organizational work assignments structure, including work elements and sub-elements performed by contractor and subcontractors.
- **Staffing Plan** Include the names and qualifications of key personnel and the assignment of personnel to individual work elements. Any changes in staffing must be mutually agreed upon by the Consultant and ACPWA. Resumes should be attached as appendices. Staffing assignments should be specific enough to demonstrate understanding of skills required and commitment of proper resources. Because of the highly technical nature of the work proposed under this contract, changes in staffing that result in a substitution of less qualified personnel may be grounds for termination of the contract. Management approach, including the role of the prime contractor and subcontractors, and any specific features of the management approach that require explanation. Include a description of subcontractor supervision.

- **Resumes and References**

F. SPECIFIC REQUIREMENTS

Contractor(s) shall be provided with various assignments on an 'as-needed' basis. Assignments may vary depending on the needs and requirements.

The ACPWA requirements for Microsoft Server / Workstation Support services include, but are not limited to, the following:

1. Active Directory infrastructure health check, monitoring and enhancement recommendation;
2. Systems (including Server, Workstation and Application) design, implementation, post-configuration, documentation and training;
3. VMware infrastructure and Horizon VDI Solutions support, monitor and enhancement;
4. NetApp and HP Storage Area Network design, implementation, maintain and enhancement;
5. Design, implementation and enhancement of data replication for over twenty terabytes data storage;
6. Processes automation for desktop roll-out, software distribution via WinInstall, centralize environment control/modification via GPO, unattended automation via VBS/DOS scripting for special projects;
7. IT environment availability and performance monitoring;
8. Business continuity/disaster recovery monitoring and enhancements and implementation;
9. IT equipment energy efficiency enhancement;
10. High level consultation and 2nd to 3rd level trouble shooting support;
11. Helping hands for as needed projects on a temporary basis.
12. The ACPWA will retain control of all intellectual property developed pursuant to the resulting contract.

- The ACPWA requirements for MS SQL Database Administration Support services include, but are not limited to, the following:
 1. Version upgrade with production MS SQL databases as well as migrate sources of other existing data to production MS SQL database server;
 2. Ensure the security, stability and availability of the MS SQL database servers by implementing applicable patches and maintaining appropriate security measures;
 3. Review SQL processes for best practices suggestion, performance optimization and recommend more efficient methods to accomplish better results;
 4. Monitor and maintain database performance, identify and recommend areas that can be improved;
 5. Write and manage maintenance jobs that ensure the stability/performance of the database servers; and
 6. Review new technologies software to enhance the storage, security, management, and delivery of data.

- The ACPWA requirements for Application Development Support services include, but are not limited to, the following:
 1. Design, plan, and execute application to support various development projects, and ability to code at an expert level in applications such as Transact-SQL, Visual Basic, C#, .Net, ASP .Net, HTML, MS Access, WinForms;
 2. Provide technical assistance to users applications. Trouble-shoots technical problems and communicates solutions to users;

- The ACPWA requirement for SharePoint design, development, maintenance and support include Windows SharePoint 2013 enterprise edition planning, documentation and implementation. Training and systems administration will be provided.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION	
Request Issued	August 18 th , 2015	
Networking/Bidders Conference #1	September 3rd, 2015 @ 2:00PM	at: Public Works Agency Auditorium 399 Elmhurst Street Hayward, CA 94544 OR remotely email rfp1@acpwa.org for M/S Skype-for-business audio-only invitation
Addendum Issued	September 9th, 2015	
Written Questions Due	by 5:00 PM on September 11, 2015	
Response Due	by 4:00 p.m. on September 18 th , 2015	
Evaluation Period	September 18 th – September 25th, 2015	
Vendor Interviews	September 30th, 2015	
Board Letter Recommending Award Issued	October 13th, 2015	
Board Consideration Award Date	October 27, 2015	
Contract Start Date	October 30, 2015	

Note: Award and start dates are approximate.

G. NETWORKING / BIDDERS CONFERENCES

1. The bidders conference held on September 3rd, 2015 will have an online conference option enabled for remote participation. Bidders can opt to participate via a computer with a stable internet connection (the recommended Bandwidth is 512Kbps) or by telephone by sending an email request to rfp1@acpwa.org to attend the Microsoft Skype-for-business Audio-only hosted meeting. It is recommended that bidders attend this conference in person.

2. Networking/bidders conferences will be held to:
 - a. Provide an opportunity for Small Local Emerging Businesses (SLEBs) and large firms to network and develop subcontracting relationships in order to participate in the contract(s) that may result from this RFP.
 - b. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
 - c. Provide bidders an opportunity to view a site, receive documents, etc. necessary to respond to this RFP.
 - d. Provide the ACPWA with an opportunity to receive feedback regarding the project and RFP.
3. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/bidders conference(s).
4. Potential bidders are strongly encouraged to attend networking/bidders conference(s) in order to further facilitate subcontracting relationships. Vendors who attend a networking/bidders conference will be added to the Vendor Bid List. Failure to participate in a networking/bidders conference will in no way relieve the Contractor from furnishing goods and/or services required in accordance with these specifications, terms and conditions. Attendance at a networking/bidders conference is highly recommended but is not mandatory.

III. ACPWA PROCEDURES, TERMS, AND CONDITIONS

H. EVALUATION CRITERIA / SELECTION COMMITTEE

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response, Financial Stability, and Debarment and Suspension) will be evaluated by an ACPWA Selection Committee (ASC). The ACPWA Selection Committee may be composed of ACPWA staff and other parties that may have expertise or experience in Information Technology Professional Services. The ASC will score and recommend a Contractor in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of the ASC.

All contact during the evaluation phase shall be through the ACPWA only. Bidders shall neither contact nor lobby evaluators during the evaluation process. Attempts by Bidder to contact and/or influence members of the ASC may result in disqualification of Bidder.

The ASC will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the ACPWA's requirements as set forth in this RFP.

Bidders are advised that in the evaluation of cost it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and an extension.

As a result of this RFP, the ACPWA intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the ACPWA, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value to the ACPWA. The goal is to award a contract to the bidder(s) that proposes the ACPWA the best quality as determined by the combined weight of the evaluation criteria. The ACPWA may award a contract of higher qualitative competence over the lowest priced response.

The basic information that each section should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred fifty (550) points, including the possible fifty (50) points for local and small, local and emerging, or local preference points (maximum 10% of final score).

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that will continue to the final stage of oral presentation and interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references, oral presentation and interview.

If the two-stage approach is used, the top 5 bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral presentation and

interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
A.	Completeness of Response: Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.	Pass/Fail

	Debarment and Suspension: Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov .	Pass/Fail
B.	Technology research, design and delivery, strategic planning to implement innovative technology. Bidder proposal provides: -Demonstrated success in the initial research and effective implementation of technology as a solution to a resolve specific problems and issues -Proven experience and examples of delivering emerging technology projects. -Success in implementation of technology that promote information collaboration, computing while attending a meeting and hand-held field computing.	10 points
C.	Microsoft server workstation support technical criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response: 1. <u>Active Directory</u> - An evaluation will be made of the experience levels of the candidates in designing, configuration and support of Active Directory. 2. <u>VMware</u> - The assessment will evaluate the candidates' knowledge and experience of designing, configuration and support VMware solution within the ACPWA infrastructure. 3. <u>Systems Admin</u> – A review will be made of abilities in Server, Workstation, and Application systems initiate/upgrade/maintenance. 4. <u>Processes automation</u> - An assessment will be made of technical capabilities and resources in desktop roll-out, software distribution, centralize environment control/modification, and scripting unattended automation. 5. <u>High level consultation</u> - Proposals will also be evaluated on responsiveness and expertise of high level trouble shooting support.	10 Points

D.	MS SQL Database Administration Support services technical criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response: 1. <u>System Upgrade</u> - An evaluation will be made of the experience levels of the candidates in version upgrade with production MS SQL databases 2. <u>Database Migration</u> – The review will be based on the candidates’ experience of migrate sources of other existing data to production MS SQL database server. 3. <u>MS SQL Maintenance</u> - Proposals will also be evaluated experience and expertise in monitor, maintain database performance, identify and recommend areas that can be improved.	10 Points
E.	Application development and support technical criteria: In each area described below, an evaluation will be made of the probability of success of and risks associated with, the proposal response: 1. <u>System Design</u> - An assessment will be made of the experience and knowledge levels of the candidates in design, plan, and execute .Net/web-base application to support various development projects. 2. <u>Legacy Application Migration</u> - The evaluation will be based on the candidates’ experience of migrating legacy application to .Net/web-base application. 3. <u>MS SQL Backend Experience</u> – Proposals will also be evaluated experience and expertise interacting with MS SQL database in ACPWA projects. 4. <u>User Assistance</u> - An assessment will be made of the responsiveness and technical expertise in supporting various user requests and trouble resolution	10 Points
F.	SharePoint 2013 Enterprise: Proposal will be evaluated against the RFP specifications regarding the SharePoint development and support - Does the vendor clearly outline the custom design? - Does the vendor have proven experience and knowledge required to implement successfully? - Does the vendor have expertise regarding the add-ins needed?	10 Points

	-Are the systems administration, maintenance and performance tuning aspects addressed? Are systems documentation, training included	
G.	Relevant Experience: Proposals will be evaluated against the RFP specifications and the questions below: - Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires? - How extensive is the applicable education and experience of the personnel designated to work on the project? - Has the bidder completed IT Professional Services engagements in the past that show varied experience in IT Professional Services that has relevance to the ACPWA?	10 Points
H.	References (see RFP Exhibit A - pages 17 & 18): References will be reflective of overall review of satisfaction and recommendation of former and current customers	10 Points
I.	Proposal Content – Are the Overview and Summary, Company Profile, Detailed Work Plan, Management Program, Staffing Plan, Resumes and References included are do they demonstrate a good understanding of the services requested?	15 Points
J.	Oral Presentation and Interview: The oral presentation and interview by each bidder shall not exceed sixty (60) minutes in length. The oral interview will consist of standard questions asked of each of the bidders and specific questions regarding the specific proposal. The proposals may then be re-evaluated and re-scored based on the oral presentation and interview.	15 Points
SMALL LOCAL EMERGING BUSINESS PREFERENCE		
	Local Preference: Points equaling five percent (5%) of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes of award evaluation.	Five Percent (5%)
	Small and Local or Emerging and Local Preference: Points equaling five percent (5%) of bidder's total score, for the above Evaluation Criteria, will be added. This will be the bidder's <u>final score</u> for purposes of award evaluation.	Five Percent (5%)

I. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to Contractor, the ASC and/or other persons designated by the ACPWA will meet with the Contractor to evaluate performance and to identify any issues or potential problems.

The ACPWA reserves the right to determine, at its sole discretion, whether:

1. Contractor has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the ACPWA requirements.

If, as a result of such determination, the ACPWA concludes that it is not satisfied with Contractor, Contractor's performance under any awarded contract and/or Contractor's services as contracted for therein, the Contractor will be notified of contract termination effective forty-five (45) days following notice. Contractor shall be responsible for returning ACPWA facilities to their original state at no charge to the ACPWA. The ACPWA will have the right to invite the next highest ranked bidder to enter into a contract. The ACPWA also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

J. NOTICE OF RECOMMENDATION TO AWARD

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail, fax, or US Postal Service mail, of the contract award recommendation, if any, by GSA – Procurement & Support Services. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
 - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid.
 - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.

- b. Debriefing may include review of successful bidder's proposal with redactions as appropriate.
3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract .

K. TERM / TERMINATION / RENEWAL

The term of the contract, which may be awarded pursuant to this RFP, will be 3 years. By mutual agreement, any contract which may be awarded pursuant to this RFP may be extended for two additional one year terms at agreed prices with all other terms and conditions remaining the same.

1. The ACPWA has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the ACPWA should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. The ACPWA may terminate the contract at any time without written notice upon a material breach of contract and substandard or unsatisfactory performance by the Contractor. In the event of termination with cause, the ACPWA reserves the right to seek any and all damages from the Contractor. In the event of such termination with or without cause, the ACPWA reserves the right to invite the next highest ranked bidder to enter into a contract or re-bid the project if it is determined to be in its best interest to do so.
2. The ACPWA may, at its sole option, terminate any contract that may be awarded as a result of this RFP at the end of any ACPWA Fiscal Year, for reason of non-appropriation of funds. In such event, the ACPWA will give Contractor at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the ACPWA will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
3. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional two-year term at agreed prices with all other terms and conditions remaining the same.

L. PRICING

1. Prices quoted shall be firm for the first 36 months of any contract that may be awarded pursuant to this RFP.

2. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFP.
3. Unless otherwise stated, Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the ACPWA.
4. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and ACPWA only after completion of the initial term.
5. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
6. Federal and State minimum wage laws apply. The ACPWA has no requirements for living wages
7. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
8. Department of Industrial Relations Registration: A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, (unless it is registered at time of bid submission), or engage in the performance of any contract for public work, as defined in this chapter, unless registered and qualified to perform public work pursuant to Section 1725.5. However, for federally-funded projects, it is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

M. AWARD

1. Proposals will be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria/Selection Committee".

2. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the ACPWA and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
3. Small and Emerging Locally Owned Business: The ACPWA is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the ACPWA's purchase of goods and services.

As a result of the ACPWA's commitment to advance the economic opportunities of these businesses, **Bidders must meet the County's Small and Emerging Locally Owned Business requirements in order to be considered for the contract award.** These requirements can be found online at:

<http://acgov.org/auditor/sleb/overview.htm>

For purposes of this bid, applicable industries include, but are not limited to, the following NAICS Code(s): 541511, 541512.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the ACPWA as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) years.

4. The ACPWA reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the ACPWA.
5. The ACPWA reserves the right to award to a single or multiple Contractors.
6. The ACPWA has the right to decline to award this contract or any part thereof for any reason.
7. Board approval to award a contract is required.

8. A contract must be negotiated, finalized, and signed by the recommended awardee prior to Board approval.
9. Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:

<http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf>

The template contains minimal Agreement boilerplate language only.

10. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFP.

N. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the ACPWA. Bidder warrants that all work and services furnished hereunder shall be guaranteed for the duration of the contract period.

O. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. ACPWA will use best efforts to make payment within thirty (30) days following receipt and review of invoice and upon complete satisfactory receipt of product and performance of services.
3. ACPWA shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain ACPWA PO number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.

6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.
8. The ACPWA will pay Contractor monthly or as agreed upon, not to exceed the total RFP quoted in the bid response.

P. ACCOUNT MANAGER / SUPPORT STAFF

1. Contractor shall provide a dedicated competent account manager who shall be responsible for the ACPWA account/contract. The account manager shall receive all orders from the ACPWA and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
2. Contractor shall also provide adequate, competent support staff that shall be able to service the ACPWA during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

IV. INSTRUCTIONS TO BIDDERS

Q. ACPWA CONTACTS

ACPWA is managing the competitive process for this project. All contact during the competitive process is to be through the Alameda County Public Works Agency only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail to:

Roel Villacarlos
Alameda County Public Works Agency
399 Elmhurst Street
Hayward, CA 94544
E-Mail: rfp1@acpwa.org
PHONE: (510) 670-5529

R. SUBMITTAL OF BIDS

1. All bids must be SEALED and must be received at the Alameda County Public Works Agency BY 4:00 p.m. on the due date specified in the Calendar of Events.

NOTE: LATE AND/OR UNSEALED BIDS CANNOT BE ACCEPTED. IF HAND DELIVERING BIDS PLEASE ALLOW TIME FOR METERED STREET PARKING OR PARKING IN AREA PUBLIC PARKING LOTS AND ENTRY INTO SECURE BUILDING.

Bids will be received only at the address shown below, and by the time indicated in the Calendar of Events. Any bid received after said time and/or date or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All bids, whether delivered by an employee of Bidder, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address prior to the time designated. The Procurement & Support Services department's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bids are to be addressed and delivered as follows:

Information Technology Professional Services
RFP No. 20150818
Alameda County Public Works Agency
399 Elmhurst Street
Hayward, CA 94544

Bidder's name, return address, and the RFP number and title must also appear on the mailing package.

***PLEASE NOTE** that on the bid due date, a bid reception desk will be open between 9:00 a.m. – 4:00 p.m. and will be located in the lobby at 399 Elmhurst Street in Hayward, CA 94544.

3. Bidders are to submit one (1) original hardcopy bid (Exhibit A – Bid Response Packet, including additional required documentation), with original ink signatures, plus three (3) copies of their proposal. Original proposal is to be clearly marked “ORIGINAL” with copies to be marked “COPY”. All submittals should be printed on plain white paper, and must be either loose leaf or in a 3-ring binder (**NOT** bound). It is preferred that all proposals submitted shall be printed double-sided and on minimum 30% post-consumer recycled content paper. Inability to comply with the 30% post-consumer recycled content recommendation will have no impact on the evaluation and scoring of the proposal.

Bidders **must** also submit an electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an **exact** scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation. The file must be on disk or USB flash drive and enclosed with the sealed original hardcopy of the bid.

4. BIDDERS SHALL NOT MODIFY BID FORM(S) OR QUALIFY THEIR BIDS. BIDDERS SHALL NOT SUBMIT TO THE ACPWA A SCANNED, RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF THE BID FORM(S) OR ANY OTHER ACPWA -PROVIDED DOCUMENT.
5. No email (electronic) or facsimile bids will be considered.
6. All costs required for the preparation and submission of a bid shall be borne by Bidder.
7. Only one bid response will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, “partnership” shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state’s Corporations Code or an equivalent statute.
8. All other information regarding the bid responses will be held as confidential until such time as the ACPWA Selection Committee has completed its evaluation, an recommended award has been made by the ACPWA Selection Committee, and the contract has been fully negotiated with the recommended awardee named in the recommendation to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) calendar days before the recommendation to award and enter into contract is scheduled to be heard by

the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, will receive mailed recommendation to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.

9. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
10. California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), ACPWA will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
12. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
13. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
14. It is understood that ACPWA reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

S. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. ACPWA may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. ACPWA shall not be liable in any way for disclosure of any such records. Please refer to the County's website at:
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.



EXHIBIT A0

BID RESPONSE PACKET

RFP No. 20150818 – Information Technology Professional Services

To: The Alameda County Public Works Agency

From: _____
(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY BID (EXHIBIT A – BID RESPONSE PACKET), INCLUDING ADDITIONAL REQUIRED DOCUMENTATION), WITH ORIGINAL INK SIGNATURES, PLUS THREE (3) COPIES AND ONE (1) ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred)**
- **ALL PAGES OF THE BID RESPONSE PACKET (EXHIBIT A) MUST BE SUBMITTED IN TOTAL WITH ALL REQUIRED DOCUMENTS ATTACHED THERETO; ALL INFORMATION REQUESTED MUST BE SUPPLIED; ANY PAGES OF EXHIBIT A (OR ITEMS THEREIN) NOT APPLICABLE TO THE BIDDER MUST STILL BE SUBMITTED AS PART OF A COMPLETE BID RESPONSE, WITH SUCH PAGES OR ITEMS CLEARLY MARKED “N/A”**
- **BIDDERS SHALL NOT SUBMIT TO THE ACPWA A RE-TYPED, WORD-PROCESSED, OR OTHERWISE RECREATED VERSION OF EXHIBIT A – BID RESPONSE PACKET OR ANY OTHER ACPWA-PROVIDED DOCUMENT**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING BID**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP, INCLUDING THOSE TO THE COUNTY SLEB POLICY, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 20150818 – Information Technology Professional Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the ACPWA Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to ACPWA, and agrees that its Bid, if accepted by ACPWA, will be the basis for the Bidder to enter into a contract with ACPWA in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the ACPWA's website: <http://www.acgov.org/pwa/business/services.htm>

• Bid Protest / Appeals Process

1. Alameda County Public Works Agency prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted by the County.
2. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the Alameda County Public Works Agency ("ACPWA") Management Services Administrator, located at 399 Elmhurst St., Hayward, CA, Fax: (510) 782-1939, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Notice of Intent to Award, not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
 - a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The County Agency/Department will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.
3. Upon receipt of written protest, Agency Management Services Administrator, or designee will review and evaluate the protest and issue a written decision. Agency Management Services Administrator, may, at his or her discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.

The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or Agency in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

4. The decision of the Agency Management Services Administrator on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502. The Bidder whose Bid is the subject of the protest, all Bidders affected by the Agency Management Services Administrator decision on the protest, and the protestor have the right to appeal if not satisfied with the Agency Management Services Administrator decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Agency Management Services Administrator, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the Agency Management Services Administrator shall not be considered under any circumstances by the Agency or the Auditor-Controller OCC.

- a. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
 - b. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
 - c. The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Agency Management Services Administrator. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCC) shall only review the materials and conclusions reached by the Agency Management Services Administrator or department designee, and will determine whether to uphold or overturn the protest decision.
 - d. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement & Support Services staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
 - e. The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.
5. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor or ACPWA.
 6. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

■ **Debarment / Suspension Policy**

1. In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of Bid response to ensure bidder, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - a. The County will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov and/or www.sam.gov.
2. The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
3. If there are any exceptions to this certification, list the exceptions in Exhibit A – Bid Response Packet in the appropriate section marked *Exceptions, Clarifications, Amendments*.
 - a. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of action.
4. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing Exhibit A (Bidder Acknowledgement) on the signature portion thereof shall constitute signature of this Certification.

■ **Iran Contracting Act (ICA) of 2010**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts

with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

The bidder, under penalty of perjury, certifies that as of the time of bidding that neither the Bidder nor the company it represents are identified on the DGS list of ineligible persons, and that neither the Bidder nor the company it represents are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If a Bidder believes it qualifies for an exception listed in PCC § 2202(c), the nature of the exception must be described in detail using Exhibit D (Exceptions, Clarifications, Amendments).

■ General Environmental Requirements

1. The requirements outlined in this section apply to all product categories contained in this bid.
2. Measure D Requirements:
It is the objective of the County to purchase products with the lowest overall environmental impact from manufacturing through end of life and to procure services that achieve this same objective. To meet this objective, environmental factors and product attributes are evaluated in the procurement process. The County is mandated under Measure D to divert at least seventy five percent (75%) of material from landfill through recycling and source reduction and to encourage markets for environmentally preferable goods through its procurement process.
3. Regulatory and Environmental Compliance:
Manufacturers and service providers will be in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation.
4. Recycled Content:
All products for which the EPA has established minimum recycled content standard guidelines, such as those for printing and janitorial papers, construction, parks and recreational materials, etc., will contain the highest post-consumer content practicable, but no less than the minimum recycled content standards established by the EPA Guidelines. See the EPA website at <http://www.epa.gov/epawaste/conservetools/cpg/index.htm> for a list of recycled content guidelines.
5. Environmentally Friendly Packaging:
Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.
6. Source Reduction and Packaging (only applicable when products are furnished):
The County has a strong commitment to source reduction, minimizing waste generation, and reducing the County’s expenditure on waste disposal and recycling. Bidders shall provide bulk packaging, reusable, or minimal packaging in providing products to the County. Packaging will be both made from recycled materials and be recyclable. Contractors should explore and provide opportunities for the reuse of packaging materials. In the bid response, Bidders shall include a written summary of their planned efforts to minimize the amount of packaging and shipping materials and should describe the post-consumer recycled content of those materials.
Packaging shall not contain inks, dyes, pigments, stabilizers, or any other additives to which any lead, cadmium, mercury, and hexavalent chromium has been intentionally introduced. The sum of the concentration levels of lead, cadmium, mercury, and hexavalent chromium shall not exceed one hundred (100) parts per million by weight. Packaging is discussed further in the “Technical and Performance Specification” section.
7. Pallets and Large-Volume Packaging:
Pallets and large-volume packaging materials will be taken back by the Contractors. The County encourages the use of pallets that meet the EPA’s minimum post-consumer recycled content guidelines for pallets that can be found at <http://www.epa.gov/epaoswer/non-hw/procure/products/pallets.htm>. In the case of large-volume packaging, the County prefers that the vendor reuse or recycle the material.
8. Persistent Bioaccumulative Toxins:
In January 2002, the County passed a resolution “to encourage the reduction and where feasible, the elimination of [persistent,

bioaccumulative and toxic chemical] (PBT) emissions...” The United States Environmental Protection Agency has established a list of twelve priority PBTs including dioxins, polychlorinated biphenyls, mercury and its compounds, lead and others. The most current list can be found at the EPA’s website at www.epa.gov/opptintr/pbt/. Additionally, PBTs are listed in the CCR in Section 66261.24.

Contractors must provide products and services that allow the County to comply with the PBT Resolution and must complete the certification statement included in the Attachments. The Resolution requires that the County eliminate and reduce the procurement of products and services which contain or cause the generation and release of PBTs into the environment during their manufacture, use, or destruction/disposal. Bidders should provide products that do not contain, use, or generate PBTs. If no alternative materials are available, Bidders should notify the County in writing prior to providing such materials to the County or using these materials when providing services to the County.

9. Usage and Environmental Performance Reporting:

The County requires regularly scheduled usage reporting from vendors for the purposes of tracking environmental purchasing performance. Requirements are discussed in greater detail in the section titled, “Deliverables/Reports.” The County will work with the successful Bidder to finalize the content and timing of these reports. It is highly desirable for vendors to provide annual environmental performance reports describing the vendor’s environmental performance of their products and operations.

10. Green Building:

The County passed a green building ordinance in the year 2002 that requires County construction projects to be built to a Leadership in Energy and Environmental Design (LEED™) Silver standard and diversion of construction materials from landfill. Procurement of materials used in the construction, operation, and maintenance of buildings as well as furniture, fixtures, and other interiors will emphasize purchasing of recyclable, durable, energy-efficient and low-environmental impact products.

11. Energy Reduction, Global Warming:

In order to reduce the generation of global warming gases, as well as the County’s operating costs; contractors are expected to provide energy-efficient products to the County. All products for which the EPA Energy Star certification is available shall meet Energy Star certification. When Energy Star labels are not available, energy-efficient products that are in the upper twenty five percent (25%) of energy efficiency as designated by the Federal Energy Management Program are required. In addition, the County encourages contractors to implement energy reduction measures in their respective operations.

12. Ozone Depleters:

Many products contain chlorofluorocarbons (CFC’s), known depleters of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances That Deplete the Ozone Layer, CFC production for use in industrialized nations were to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC’s or are made with CFC’s. Contractors must identify products made with or containing CFC’s and must provide alternative products whenever practical and possible.

13. Material Safety Data Sheets (MSDS’s):

MSDS’s for all hazardous substances must be included with each shipment.

■ Small Local Emerging Business Program

The Small, Local and Emerging Business (SLEB) program is a race and gender neutral program designed to enhance contracting and procurement opportunities for small, local and emerging businesses within Alameda County. The SLEB program was developed to promote and foster inclusiveness, diversity and economic development; as well as on-going evaluation to ensure all businesses including SLEBs are provided equal opportunities in County contracting and procurement activities.

Mission Statement

It is the intent of Alameda County to develop and promote economic growth for the community in which it serves. The County desires to foster the growth of small, local and emerging businesses (SLEB). The County will provide the community information about its procurement and contracting process to ensure the participation of SLEBs in the competitive processes of public procurement and will provide training and development opportunities to support their growth. Additionally, the County will provide accurate and accessible information on available vendor/contract opportunities. The County will ensure that the process is inclusive for all residents regardless of race, color, gender, age, religion, national origin, disability or any other factor that is prohibited when making business decisions.

Intent

The Small Local and Emerging Business (SLEB) program is a race and gender neutral program designed to ensure that all local businesses are given an opportunity to contract with the County and promote the economic growth of the community. The SLEB program was developed within the parameters of all applicable local and state laws including Proposition 209. The program is comprehensive, Countywide and applies to the procurement of over one hundred million dollars County goods and services annually. The County's program(s) for construction contracts is governed by Public Contract Code 2000 - 2002.

Small Local Emerging Business (SLEB) Provision for Informal and Formal Sealed Bids over \$25,000

A small business is defined by the United States Small Business Administration (SBA) as having no more than the number of employees or average annual gross receipts over the last 3 years required per SBA standards based on the small business's appropriate North American Industry Classification System (NAICS) code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) years.

Small and emerging businesses must also satisfy the locality requirements (below) and be certified by the County as a Small or Emerging, local business. A certification application package is available at <http://www.acgov.org/auditor/sleb/cert.htm>.

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County's purchase of goods and services. As a result of the County's commitment to advance the economic opportunities of these businesses the following provisions shall apply to informal and formal (sealed bid) bidders for County procurements of goods and services:

- a) If Bidder is certified by the County as either a small and local or an emerging and local business, the County will provide a five percent (5%) bid preference for procurements over \$25,000, in addition to a 5% local bid preference for sealed bids (see below) for a total bid preference of ten percent (10%). A bid preference cannot override a State law, which requires the granting of an award to the lowest responsible bidder.
 - SLEB subcontractors must be independently owned and operated from the prime contractor with no employees of either entity working for the other.
 - Informal and formal sealed bids over \$25,000 are eligible for a 5% SLEB bid preference.
 - Only sealed bids are eligible for a 5% local preference.
 - The 5% or 10% total bid preference is applied to bidder's cost when lowest price is required to award or to evaluation criteria points for qualifications-based awards.
- b) Bidders not meeting the definition of a small or emerging local business do not qualify for a bid preference and must subcontract with one or more County certified small and/or emerging local businesses for at least twenty percent (20%) of the total bid amount in order to be considered for contract award.
 - Bidders must submit written documentation evidencing a firm contractual commitment to meeting the minimum SLEB participation requirement.
 - SLEB participation must be maintained for the contract term.
 - Evidence of SLEB participation shall be provided immediately upon request at any time during the contract term.
- c) The County reserves the right to waive the small/emerging local business participation requirements on contracts over \$25,000 if the additional estimated cost to the County, which may result from inclusion of the requirements, exceeds five percent (5%) of the total estimated contract amount or Ten Thousand Dollars (\$10,000), whichever is less.
 - Certified SLEB's cost must be greater than 10% or \$3,000 than a non-SLEB for waiver requests on procurements between \$10,001 and \$25,000.
- d) The following entities are exempt from the Small and Emerging Local Business (SLEB) requirements as described above and are not required to subcontract with a SLEB:
 - non-profit community based organizations (CBO) that are providing services on behalf of the County directly to County clients/residents;
 - non-profit churches or non-profit religious organizations (NPO);

- public schools; and universities; and
 - government agencies.
- e) The maximum bid evaluation preference points available for being certified is 10% (5% local & 5% certified).
- f) Compliance with the SLEB program is required for goods, services and professional services contracts, including but not limited to architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

Local Business Provision for Sealed Bid Procurements Only

Five percent (5%) preference points shall be granted to Alameda County products or Alameda County vendors on all sealed bids except with respect to those contracts which state law requires be granted to the lowest responsible bidder.

An Alameda County vendor is a firm or dealer with fixed offices and having a street address within the County for at least six (6) months prior to the issue date of any RFP/Q being responded to; and which holds a valid business license issued by the County or a city within the County.

Alameda County products are those which are grown, mined, fabricated, manufactured, processed or produced within the County.

Locality must be maintained for the term of the contract. Evidence of locality shall be provided immediately upon request and at any time during the term of any contract that may be awarded to Contractor.

A small business will be considered for SLEB certification upon meeting the local business requirement.

■ **First Source**

What is First Source?

The First Source Program was developed to link Alameda County residents with employment opportunities provided through the County's relationships with businesses, including contracts that have been awarded to vendors through the competitive process, and economic development activity in the County. The First Source Program allows the County to create and sustain these connections.

Vendors awarded contracts for goods, services and/or professional services for \$100,000 and over are automatically qualified to take advantage of the First Source Program - there are no additional enrollment requirements.

How your business can benefit

The success of the First Source Program represents a valuable service to vendors by effectively and efficiently delivering a qualified, local worker in response to an employer's workforce request.

The First Source Program:

- Assists County vendors in fulfilling staffing needs
- Places County residents in sustainable, local jobs
- Provides workforce education and training

How First Source Works

- During the term of the vendor's contract, as employment opportunities arise within their firm, the vendor will provide the County with a list of qualifications and requirements for candidate search.
- Vendor provides the County with 10 working days to refer pre-screened, qualified potential candidates to the vendor.
- Vendor considers potential candidates to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County, that the vendor has available during the contract term before advertising to the general public.
- Vendor agrees to use their best efforts to fill their employment vacancies with candidates referred by County, but the final decision of whether or not to offer employment, and the terms and conditions thereof, rest solely within the discretion of the vendor.

Vendors who cannot comply with the First Source Agreement of their contract with the County due to pre-existing internal hiring practices, or other constraints, will provide a written explanation of non-compliance.

Getting Started with First Source

Taking advantage of the First Source program is easy. Once your contract with Alameda County has been awarded, simply call the **EASTBAY Works One-Stop Career Center** network at **1-888-411-HIRE** (or Ed McMillan at 510-768-4450) with job descriptions and requirements for contract-related jobs located in Alameda, Contra Costa, Marin, Napa, Sonoma, Solano, Sacramento, San Francisco, San Mateo and Santa

Clara Counties. Your One-Stop Career Center Business Representative will advertise your company's available positions, and will contact you when job seekers matching your stated qualifications have been located.

East Bay Works is a collaboration of public agencies (PIC's, EDD's, SSA, and others) with locations throughout Alameda County. If you know the location of the contract-related positions, you may also call the appropriate One-Stop Center directly:

<i>Alameda One-Stop Career Center</i> 555 Appezzato Memorial Parkway, Portable P Alameda CA, 94501 Phone (510) 748-2208 Fax (510) 814-8302 <i>Berkeley One-Stop Career Center</i> 1918 Bonita Ave Berkeley, CA 94704 Phone (510) 809-1303 Fax (510) 982-7130 <i>Fremont One-Stop Career Center</i> Tri-Cities One-Stop Career Center 39155 Liberty St., Suite B200 Fremont, CA 94538 Phone (510) 794-3669 Fax (510) 794-2400 <i>Hayward One-Stop Career Center</i> Eden Area Multi-service Center 24100 Amador Street, 3rd Floor Hayward, CA 94544 Phone (510) 670-5700 Fax (510) 265-8304	<i>Newark One-Stop Career Center</i> 39399 Cherry Street, Suite 1211 Newark, CA 94560 Phone (510) 742-2323 Fax (510) 742-2332 <i>Oakland One-Stop Career Center</i> 1212 Broadway, Suite #100 Oakland, CA 94612 Phone (510) 768-4473 Fax (510) 891-9968 <i>Pleasanton One-Stop Career Center</i> 5020 Franklin Drive Pleasanton, CA 94588 Phone (925) 485-5262 Fax (925) 485-5273
--	---

Visit us at our EASTBAY Works website www.eastbayworks.com

■ Online Contract Compliance System

<https://www.elationsys.com/APP/>

Customer care and support:

Tel: (925) 924-0340

support@elationsystems.com

The County of Alameda utilizes Elation Systems, an online web-based compliance application to monitor, track and report subcontractor utilization.

County contracts over \$25,000 that require subcontractor utilization or require labor compliance with prevailing wage laws are eligible for compliance monitoring in Elation.

Information regarding contractor's and subcontractor's utilization of Elation Systems is included in County bid specifications and contract documents.

Access to Elation, training and support is provided free of charge to contractors and subcontractors participating in County contracts.

For additional information about County compliance requirements please contact the [Auditor-Controller Agency Office of Contract Compliance \(OCC\)](#).

■ General Requirements

1. Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously.

2. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work.
3. Contractor personnel shall be easily identifiable as non-County employees (e.g., work uniforms, badges, etc.).

■ **Proprietary and Confidential Information**

1. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP/RFQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records.
 2. All information regarding the bid responses will be held as confidential until such time as the County Selection Committee or the General Services Agency has completed its evaluation, an intended award has been made by the County Selection Committee or the General Services Agency, and the contract has been fully negotiated with the intended awardee named in the intent to award/non-award notification(s). The submitted proposals shall be made available upon request no later than five (5) business days before approval of the award and contract is scheduled to be heard by the Board of Supervisors or by the General Services Agency. All parties submitting proposals, either qualified or unqualified, will receive mailed intent to award/non-award notification(s), which will include the name of the bidder to be recommended for award of this project. In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
 3. Unless otherwise specified, the County will not disclose the following information if contained in bid response:
 - a. Social Security Numbers, Federal Tax Identification Numbers, and Employer Identification Numbers;
 - b. Insurance policy numbers and vehicle identification numbers;
 - c. Names of CSC members and/or any information that may be used to identify CSC members;
 - d. Company financials and/or related information; and
 - e. If clearly identified, any contact information that is not used for business purposes.
 4. The County does not consider the following records exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or as "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, *et seq.*).
 - a. Any pricing, including Exhibit A (Bid FORM)
 - b. Key Personnel of the Bidder
 5. If Bidder deems any record, in whole or in part, exempt from public disclosure, Bidder must use the *Exceptions, Clarifications, Amendments* section of Exhibit A – Bid Response Packet to list each exemption separately along with legal justification.
 6. The County reserves the right to make independent decision to disclose records and material.
 7. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, *et seq.*) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, *et seq.*).
 8. Additionally, all bid responses shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted bid responses.
-
6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
 7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the ACPWA based upon ignorance of conditions or misunderstanding of the specifications.
 8. Patent indemnity: Vendors who do business with the ACPWA shall hold the County of Alameda, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
 9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Contractor agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the ACPWA, prior to award, and shall include an

insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.

10. The undersigned acknowledges **ONE** of the following (please check only one box):

- ☐ Bidder is not local to Alameda County and is ineligible for any bid preference; **OR**
- ☐ Bidder is a certified SLEB and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [SLEB PARTNERING INFORMATION SHEET](#)); **OR**
- ☐ Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:
 - Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
 - Proof of six (6) months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

Official Name of Bidder: _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

SIGNATURE: _____

Name and Title of Signer: _____

Dated this _____ day of _____ 20_____

BID FORM(S)

COST SHALL BE SUBMITTED ON EXHIBIT A AS IS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED. Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes and all other charges, including travel expenses, and is the cost the County will pay for the three-year term of any contract that is a result of this bid.

Bidder hereby certifies to County that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

This section should include a summary of billing rates for each member of the proposed staffing plan and the proposed cost for each IT Service Description with a fixed labor cost for all services for the entire contract period. Each work element item in the proposed work plan will be itemized. It is expected that adding the amount for each itemized work plan element would arrive at a total lump sum for the proposal. As part of negotiating the final contract with the successful bidder, the Agency anticipates establishing a not to exceed maximum.

IT Service Description	YEAR 1	YEAR 2	YEAR 3	Three-Year Sub-Total
	Amount (A)	Amount (B)	Amount (C)	(A+B+C)
Technology Innovation	\$	\$	\$	\$
MS Server Workstation	\$	\$	\$	\$
MS SQL Database Admin	\$	\$	\$	\$
Application Development and support	\$	\$	\$	\$
SharePoint Design and Development	\$	\$	\$	\$
	Year 1 Sub-Total = \$	Year 2 Sub-Total= \$	Year 3 Sub-Total= \$	
THREE-YEAR TOTAL= \$				

Title / Discipline	Hourly Rate
Position 1	\$
Position 2	\$
Position 3	\$

REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

- ☐ 1. **Table of Contents:** Bid responses shall include a table of contents listing the individual sections of the proposal/quotation and their corresponding page numbers. Tabs should separate each of the individual sections.
- ☐ 2. **Letter of Transmittal:** Bid responses shall include a description of Bidder's capabilities and approach in providing its services to the ACPWA, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the ACPWA. This synopsis should not exceed three (3) pages in length and should be easily understood.
- 3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.
- ☐ (a) **Bidder Information and Acceptance:**
 - (1) Every Bidder must select one choice under Item 10 of page 10 of Exhibit A and must fill out, submit a signed page 11 of Exhibit A.
- ☐ (b) **SLEB Partnering Information Sheet:**
 - (1) Every bidder must fill out and submit a signed SLEB Partnering Information Sheet, (found on page of Exhibit A) indicating their SLEB certification status. If bidder is not certified, the name, identification information, and goods/services to be provided by the named CERTIFIED SLEB partner(s) with whom the bidder will subcontract to meet the County SLEB participation requirement must be stated. Any CERTIFIED SLEB subcontractor(s) named, the Exhibit must be signed by the CERTIFIED SLEB(s) according to the instructions. All named SLEB subcontractor(s) must be certified by the time of bid submittal.
- ☐ (c) **References:**
 - (1) Bidders must use the templates on pages 17 of this Exhibit A – Bid Response Packet to provide references.
 - (2) Bidders are to provide a list of <3> three current and <3> three former clients. References must be satisfactory as deemed solely by ACPWA. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

- Bidders must verify the contact information for all references provided is current and valid.
 - Bidders are strongly encouraged to notify all references that the ACPWA may be contacting them to obtain a reference.
- ☐ (3) The ACPWA may contact some or all of the references provided in order to determine Bidder's performance record on work similar to that described in this request. The ACPWA reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

☐ (d) **Exceptions, Clarifications, Amendments:**

- (1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page 19 of this Exhibit A – Bid Response Packet.
- (2) **THE ACPWA IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

- ☐ 4. **Key Personnel:** Bid responses shall include a complete list of all key personnel associated with the RFP. This list must include all key personnel who will provide services/training to ACPWA staff and all key personnel who will provide maintenance and support services. For each person on the list, the following information shall be included:

- (a) The person's relationship with Bidder, including job title and years of employment with Bidder;
- (b) The role that the person will play in connection with the RFP;
- (c) Address, telephone, fax numbers, and e-mail address;
- (d) Person's educational background; and
- (e) Person's relevant experience, certifications, and/or merits.

- ☐ 5. **Proposal Content:** Bid response shall include an Overview and Summary, Company Profile, Detailed Work Plan, Management Program and Staffing Plan as outlined in Section E, Page 6 of the RFP.

- ☐ 6. **Specific Requirements:** Bid response shall address the specific requirements outlined in Section F, Page 8 of the RFP

- ☐ 7. **Credentials:** Copies of any licenses, certifications, or other third party verification of credentials stated as BIDDER QUALIFICATIONS in the RFP must be submitted with the bid response; Documents must be clearly identified as to which requirement they are responsive. Including but not limited to Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Database Administrator (MCDBA), VMware Certified Professional (VCP), Microsoft Certified Partner- Microsoft Certified Gold/Platinum partner desired.

SMALL LOCAL EMERGING BUSINESS (SLEB) PARTNERING INFORMATION SHEET

RFP No. 20150818 – Information Technology Professional Services

In order to meet the Small Local Emerging Business (SLEB) requirements of this RFP, all bidders must complete this form as required below.

Bidders not meeting the [definition of a SLEB \(http://acgov.org/auditor/sleb/overview.htm\)](http://acgov.org/auditor/sleb/overview.htm) are required to subcontract with a SLEB for at least twenty percent (20%) of the total estimated bid amount in order to be considered for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. This form must be submitted for each business that bidders will work with, as evidence of a firm contractual commitment to meeting the SLEB participation goal. (Copy this form as needed.)

Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build the capacity to eventually bid as a prime on their own.

Once a contract has been awarded, bidders will not be able to substitute named subcontractors without prior written approval from the Auditor-Controller, Office of Contract Compliance (OCC).

County departments and the OCC will use the web-based Elation Systems to monitor contract compliance with the SLEB program (Elation Systems: <http://www.elationsys.com/elationsys/>).

☐ BIDDER IS A CERTIFIED SLEB (sign at bottom of page)

SLEB BIDDER Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

NAICS Codes Included in Certification: _____

☐ BIDDER IS **NOT** A CERTIFIED SLEB AND WILL SUBCONTRACT ____% WITH THE SLEB NAMED BELOW FOR THE FOLLOWING GOODS/SERVICES: _____

SLEB Subcontractor Business Name: _____

SLEB Certification #: _____ SLEB Certification Expiration Date: _____

SLEB Certification Status: ☐ Small / ☐ Emerging

NAICS Codes Included in Certification: _____

SLEB Subcontractor Principal Name: _____

SLEB Subcontractor Principal Signature: _____ Date: _____

Upon award, prime Contractor and all SLEB subcontractors that receive contracts as a result of this bid process agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: _____

Street Address: _____ City _____ State _____ Zip Code _____

Bidder Signature: _____ Date: _____

CURRENT REFERENCES

RFP No. 20150818 – Information Technology Professional Services

Bidder Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



FORMER REFERENCES

RFP No. 20150818 – Information Technology Professional Services

Bidder Name: _____

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the ACPWA, prior to award, and shall include an insurance certificate and additional insured certificate, naming the Alameda County Public Works Agency, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:

EXHIBIT B
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<u>Endorsements and Conditions:</u> 1. ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	



EXHIBIT C

VENDOR BID LIST

RFP No. 20150818 – Information Technology Professional Services

Below is the Vendor Bid List for this project consisting of vendors who have responded to RFP No. 20150818, and/or been issued a copy of this RFP. This Vendor Bid List is being provided for informational purposes to assist bidders in making contact with other businesses as needed to develop local small and emerging business subcontracting relationships to meet the requirements of the Small Local Emerging Business (SLEB) Program:

LINK: <http://www.acgov.org/pwa/business/services.htm>